only confuses the nature of the tenant's right, which is historically a privilege of severance from the realty that the law has come to allow tenants during their terms. This confusion is frequently made. *Kerr* v. *Kingsbury*, 39 Mich. 150. Considering the fixtures, then, as realty, the present weight of authority holds that the tenant, by accepting a new lease without reserving his right of removal, conclusively indicates his intention to abandon that right and treat the fixtures as an inseparable part of the premises newly demised. *Carlin* v. *Ritler*, 68 Ind. 418, 13 Atl. 370; *Watriss* v. *First Bank of Cambridge*, 124 Mass. 571; *Sanitary District* v. *Cook*, 169 Ill. 184, 48 N. E. 461. But the obvious hardship of this doctrine has led many courts to repudiate it altogether, or to whittle down the scope of its operation. *Kerr* v. *Kingsbury*, *supra*; *Second National Bank* v. *Merrill*, 69 Wis. 501. Cf. *Red Diamond Clothing Co.* v. *Steidemann*, 169 Mo. App. 306, 152 S. W. 609. *Bernheimer* v. *Adams*, 70 N. Y. App. Div. 114. See 15 HARV. L. REV. 853. Moreover, the doctrine is never applied in the analogous case of a tenant holding over by mere informal agreement. *Crandall Investment Co.* v. *Ulyatt*, 40 Col. 35. As the right of severance during the original term depended upon no stipulation in the lease, the majority rule is peculiarly deceptive. The juster test is one of intention, deduced by interpreting the lease in the light of all the circumstances — not merely inferred from the isolated fact that tenant technically "delivered up possession" under the old tenancy without reserving his right of severance. *Wright* v. *MacDonnell*, 88 Tex. 140, 30 S. W. 907.

HUSBAND AND WIFE — RIGHTS OF WIFE AGAINST HUSBAND — WIFE'S RIGHT TO SUE HUSBAND FOR PERSONAL TORTS. — A wife sued her husband for assault and battery under a statute providing that married women shall retain the same legal existence and legal personality after marriage as before marriage. *Held*, that the wife can recover. *Fiedeer* v. *Fiedeer*, 140 Pac. 1022 (Okla.).

A wife sued her husband for assault, battery and false imprisonment under a statute placing husband and wife on separate bases with respect to their property. *Held*, that the wife can recover. *Brown* v. *Brown*, 89 Atl. 889 (Conn.).

At common law the unity of husband and wife prevented either from maintaining an action against the other. *Phillips* v. *Barnet*, L. R. 1 Q. B. D. 436. See STEWART, HUSBAND AND WIFE, § 48. Even under married woman's acts the tendency has been to deny wives the right to sue their husbands for personal injuries on the ground that the statutes do not make this change in the common law specifically and so cannot be presumed to have intended it. *Freethy* v. *Freethy*, 42 Barb. (N. Y.) 641; *Thompson* v. *Thompson*, 218 U. S. 611; *Schultz* v. *Schultz*, 89 N. Y. 644, overruling *Schultz* v. *Schultz*, 27 Hun (N. Y.) 26. A supposed public policy against aggravating domestic troubles by bringing them into the public courtroom, has been partly responsible for this narrow interpretation of the statutes. *Longendyke* v. *Longendyke*, 44 Barb. (N. Y.) 366. Strangely enough, however, actions between husband and wife for torts to property seem generally to be permitted. *Smith* v. *Smith*, 20 R. I. 556, 40 Atl. 417; *Mason* v. *Mason*, 66 Hun (N. Y.) 386, 21 N. Y. Supp. 306; *Carpenter* v. *Carpenter*, 154 Mich. 100, 117 N. W. 598. At present a change seems to be taking place in the law. Courts deprecate the fact that they are bound by authority to the earlier rule. See *Abbe* v. *Abbe*, 22 App. Div. (N. Y.) 483, 48 N. Y. Supp. 25; *Sykes* v. *Speer*, 112 S. W. 422 (Tex. Civ. App.). The principal cases represent the latest view, namely, that these statutes amount to fundamental legislation changing the status of married women completely and that the right to maintain actions against their husbands for torts is simply a logical consequence of this new status. Against the adoption of this broader interpretation, the decisions find no public policy,

contending that the right of wives to recover damages for personal injuries inflicted by their husbands will restrain rather than foster domestic discord.

INJUNCTIONS — NATURE AND SCOPE OF THE REMEDY — DISCRETION OF THE COURT TO REFUSE RELIEF ON GROUNDS OF PUBLIC CONVENIENCE. — Under a municipal franchise ordinance a company had permission to lay pipes in the street to conduct gas for heating purposes; but the ordinance expressly prohibited the use of the streets to supply gas for lighting purposes, in competition with the municipal lighting plant. The gas service given by the city was poor in quality. The city asked for an injunction restraining the company from supplying gas for lighting purposes, in violation of its franchise. *Held*, that the injunction should not be granted, because of the inconvenience it would cause to the public. *City of Wheeling* v. *Natural Gas Co. of West Virginia*, 82 S. E. 345 (W. Va.).

A court of equity may consider the convenience and interests of others than the litigants in exercising its discretion whether to grant its extraordinary relief by way of injunction. *Curran* v. *Holyoke Water Power Co.*, 116 Mass. 90; *Conger* v. *New York, W. S. & B. R. Co.*, 120 N. Y. 29, 23 N. E. 983. Thus one court refused relief to a water company whose exclusive franchise was being unlawfully invaded by a rival company, on the ground that the city needed the extra water supply. *Stein* v. *Bienville Water Supply Co.*, 32 Fed. 876. Another court refused to protect by injunction a factory owner, whose water supply was unlawfully diverted by a canal company, because of the importance of the canal as an artery of commerce. *Cameron Furnace Co.* v. *Pennsylvania Canal Co.*, 2 Pears. (Pa.) 209. Riparian land owners were denied relief against the pollution of the stream by a municipal sewer system on similar grounds. *Grey* v. *Paterson*, 60 N. J. Eq. 385, 45 Atl. 995. In England there is a tendency, however, not to permit questions of public convenience to interfere where the parties are otherwise clearly entitled to relief. *Lloyd* v. *London, Chatham and Dover Ry. Co.*, 34 L. J., Ch. 401. Indeed, the power to do so was vigorously denied by Lord Cranworth. See *Broadbent* v. *Imperial Gaslight Co.*, 26 L. J., Ch. 276, 283. But see *Woods* v. *Charing Cross Ry. Co.*, 33 Beav. 290. American courts are more liberal in this regard. *Johnson* v. *United Railways Co. of St. Louis*, 227 Mo. 423, 127 S. W. 63. *Cumming* v. *Board of Education*, 175 U. S. 528. The principal case is a striking example of the flexibility which this discretionary power gives to equitable procedure. *Newport* v. *Newport Light Co.*, 14 Ky. 845, 21 S. W. 645.

INTERSTATE COMMERCE — INTERSTATE COMMERCE COMMISSION — POWER OF THE COMMISSION TO FIX RATES. — In accordance with the provisions of the long and short-haul clause of the Act to Regulate Commerce, as amended, which provides that a carrier may not lawfully charge greater compensation for a shorter than for a longer haul over the same line, except when authorized by the Interstate Commerce Commission, seventeen carriers applied to the Commission for permission to continue the rates then in force, which involved higher rates to intermediate points than for the longer haul through to the coast. The Commission refused to grant this petition unqualifiedly, but entered an order dividing the country into zones and permitting a higher rate for the shorter haul, provided that a proportionate relation between the rates was maintained according to a percentage fixed by the Commission for each zone. The carriers refused to obey this order and commenced proceedings to enjoin the enforcement of the section, as unconstitutional, and in any event, of the order, as invalid under a proper construction of the amended section. *Held*, that the section is constitutional, and that the order does not exceed the powers conferred by it on the Commission. *The Intermountain Rate Cases*, 234 U. S. 476.